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13 and Third Party Defendant Richard Swallow

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

17 SOURCE INFORMATION SYSTEMS,  
18 INC., a California corporation, and  
SOURCEINFO/AGILE LOS ANGELES,  
INC., a California Corporation,

## Plaintiffs,

vs.

21 GLENN STEWART, an individual;  
22 MARK O'BRYAN, an individual;  
23 SHIPLINK GLOBAL LLC, a Nevada  
limited liability company, and DOES  
1-10.

## Defendants.

Case No. 2:17-cv-04246-AB (SKx)

**[PROPOSED] STIPULATED  
PROTECTIVE ORDER**

COMPLAINT FILED: 06/07/2017  
TRIAL DATE: 12/04/2018

## 26 And Related Counterclaim and Third Party Complaint

28 //

1           1.     A. PURPOSES AND LIMITATIONS

2           Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may  
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6 enter the following Stipulated Protective Order. The parties acknowledge that this  
7 Order does not confer blanket protections on all disclosures or responses to  
8 discovery and that the protection it affords from public disclosure and use extends  
9 only to the limited information or items that are entitled to confidential treatment  
10 under the applicable legal principles. The parties further acknowledge, as set forth  
11 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
12 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
13 procedures that must be followed and the standards that will be applied when a  
14 party seeks permission from the court to file material under seal.

15           2.     B. GOOD CAUSE STATEMENT

16           This action is likely to involve trade secrets, customer and pricing lists and  
17 other valuable research, development, commercial, financial, technical and/or  
18 proprietary information for which special protection from public disclosure and from  
19 use for any purpose other than prosecution of this action is warranted. Such  
20 confidential and proprietary materials and information consist of, among other  
21 things, confidential business or financial information, information regarding  
22 confidential business practices, or other confidential research, development, or  
23 commercial information (including information implicating privacy rights of third  
24 parties), information otherwise generally unavailable to the public, or which may be  
25 privileged or otherwise protected from disclosure under state or federal statutes,  
26 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
27 information, to facilitate the prompt resolution of disputes over confidentiality of  
28 discovery materials, to adequately protect information the parties are entitled to keep

1 confidential, to ensure that the parties are permitted reasonable necessary uses of  
2 such material in preparation for and in the conduct of trial, to address their handling  
3 at the end of the litigation, and serve the ends of justice, a protective order for such  
4 information is justified in this matter. It is the intent of the parties that information  
5 will not be designated as confidential for tactical reasons and that nothing be so  
6 designated without a good faith belief that it has been maintained in a confidential,  
7 non-public manner, and there is good cause why it should not be part of the public  
8 record of this case.

9       2. DEFINITIONS

10       2.1 Action: this pending federal lawsuit.

11       2.2 Challenging Party: a Party or Non-Party that challenges the designation  
12 of information or items under this Order.

13       2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
14 how it is generated, stored or maintained) or tangible things that qualify for  
15 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
16 the Good Cause Statement.

17       2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
18 support staff).

19       2.5 Designating Party: a Party or Non-Party that designates information or  
20 items that it produces in disclosures or in responses to discovery as  
21 “CONFIDENTIAL” or “CONFIDENTIAL—OUTSIDE ATTORNEYS’ EYES  
22 ONLY.

23       2.6 Disclosure or Discovery Material: all items or information, including  
24 from any non-party, regardless of the medium or manner in which it is generated,  
25 stored, or maintained (including, among other things, testimony, transcripts, and  
26 tangible things), that are produced or generated in disclosures or responses to  
27 discovery in this matter.

28       2.7 Expert: a person with specialized knowledge or experience in a matter

1 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
2 an expert witness or as a consultant in this Action.

3       2.8 House Counsel: attorneys who are employees of a party to this Action.  
4 House Counsel does not include Outside Counsel of Record or any other outside  
5 counsel.

6       2.9 Non-Party: any natural person, partnership, corporation, association, or  
7 other legal entity not named as a Party to this action.

8       2.10 Outside Counsel of Record: attorneys who are not employees of a party  
9 to this Action but are retained to represent or advise a party to this Action and have  
10 appeared in this Action on behalf of that party or are affiliated with a law firm  
11 which has appeared on behalf of that party, and includes support staff as well as  
12 any employee of any non-party insurance carrier that is providing coverage in  
13 connection with this Action to whom it is reasonably necessary to disclose or allow  
14 access to the information for this Action.

15       2.11 Party: any party to this Action, including all of its officers, directors,  
16 employees, consultants, retained experts, and Outside Counsel of Record (and their  
17 support staffs).

18       2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
19 Discovery Material in this Action.

20       2.13 Professional Vendors: persons or entities that provide litigation support  
21 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
23 and their employees and subcontractors.

24       2.14 Protected Material: any Disclosure or Discovery Material that is  
25 designated as “CONFIDENTIAL” or “CONFIDENTIAL—OUTSIDE  
26 ATTORNEYS’ EYES ONLY,” as provided in this Order.

27       2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
28 from a Producing Party.

1           3. SCOPE

2           The protections conferred by this Stipulation and Order cover not only  
3 Protected Material (as defined above), but also (1) any information copied or  
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
5 compilations of Protected Material; and (3) any testimony, conversations, or  
6 presentations by Parties or their Counsel that might reveal Protected Material.

7           Any use of Protected Material at trial shall be governed by the orders of the  
8 trial judge. This Order does not govern the use of Protected Material at trial.

9           4. DURATION

10           Even after final disposition of this litigation, the confidentiality obligations  
11 imposed by this Order shall remain in effect until a Designating Party agrees  
12 otherwise in writing or a court order otherwise directs. Final disposition shall be  
13 deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
14 with or without prejudice; and (2) final judgment herein after the completion and  
15 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
16 including the time limits for filing any motions or applications for extension of  
17 time pursuant to applicable law.

18

19 5. DESIGNATING PROTECTED MATERIAL

20           5.1 Exercise of Restraint and Care in Designating Material for Protection.

21           Each Party or Non-Party that designates information or items for protection under  
22 this Order must take care to limit any such designation to specific material that  
23 qualifies under the appropriate standards. The Designating Party must designate for  
24 protection only those parts of material, documents, items, or oral or written  
25 communications that qualify so that other portions of the material, documents,  
26 items, or communications for which protection is not warranted are not swept  
27 unjustifiably within the ambit of this Order.

28           Mass, indiscriminate, or routinized designations are prohibited. Designations

1 that are shown to be clearly unjustified or that have been made for an improper  
2 purpose (e.g., to unnecessarily encumber the case development process or to  
3 impose unnecessary expenses and burdens on other parties) may expose the  
4 Designating Party to sanctions.

5 If it comes to a Designating Party's attention that information or items that it  
6 designated for protection do not qualify for protection, that Designating Party must  
7 promptly notify all other Parties that it is withdrawing the inapplicable designation.

8       5.2 Manner and Timing of Designations. Except as otherwise provided in  
9 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
10 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
11 under this Order must be clearly so designated before the material is disclosed or  
12 produced.

13       Any Producing Party may designate Discovery Material with any of the  
14 following designations, provided that it meets the requirements for such  
15 designations as provided for herein: "CONFIDENTIAL" or "CONFIDENTIAL—  
16 OUTSIDE ATTORNEYS' EYES ONLY."

17       Designation in conformity with this Order requires:

18           (a) for information in documentary form (e.g., paper or electronic  
19 documents, but excluding transcripts of depositions or other pretrial or trial  
20 proceedings), that the Producing Party affix at a minimum, the legend  
21 "CONFIDENTIAL" or "CONFIDENTIAL—OUTSIDE ATTORNEYS' EYES  
22 ONLY" (hereinafter referred together as, "CONFIDENTIAL legend"), to each  
23 page that contains protected material. If only a portion or portions of the material  
24 on a page qualifies for protection, the Producing Party also must clearly identify  
25 the protected portion(s) (e.g., by making appropriate markings in the margins).

26       A Party or Non-Party that makes original documents available for inspection  
27 need not designate them for protection until after the inspecting Party has indicated  
28 which documents it would like copied and produced. During the inspection and

1 before the designation, all of the material made available for inspection shall be  
2 deemed “CONFIDENTIAL—OUTSIDE ATTORNEYS’ EYES ONLY,” unless  
3 otherwise agreed by the Parties in writing. After the inspecting Party has identified  
4 the documents it wants copied and produced, the Producing Party must determine  
5 which documents, or portions thereof, qualify for protection under this Order.  
6 Then, before producing the specified documents, the Producing Party must affix  
7 the “CONFIDENTIAL legend” to each page that contains Protected Material. If  
8 only a portion or portions of the material on a page qualifies for protection, the  
9 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
10 appropriate markings in the margins).

11 (b) for testimony given in depositions that the Designating Party identify the  
12 Disclosure or Discovery Material on the record, before the close of the deposition  
13 all protected testimony.

14 (c) for information produced in some form other than documentary and for  
15 any other tangible items, that the Producing Party affix in a prominent place on the  
16 exterior of the container or containers in which the information is stored the legend  
17 “CONFIDENTIAL” or “CONFIDENTIAL—OUTSIDE ATTORNEYS’ EYES  
18 ONLY. If only a portion or portions of the information warrants protection, the  
19 Producing Party, to the extent practicable, shall identify the protected portion(s).

20 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
21 failure to designate qualified information or items does not, standing alone, waive  
22 the Designating Party’s right to secure protection under this Order for such  
23 material. Upon timely correction of a designation, the Receiving Party must make  
24 reasonable efforts to assure that the material is treated in accordance with the  
25 provisions of this Order.

26 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

27 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
28 designation of confidentiality at any time that is consistent with the Court’s

1 Scheduling Order.

2       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
3 resolution process under Local Rule 37.1 et seq.

4       6.3 The burden of persuasion in any such challenge proceeding shall be on  
5 the Designating Party. Frivolous challenges, and those made for an improper  
6 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
7 parties) may expose the Challenging Party to sanctions. Unless the Designating  
8 Party has waived or withdrawn the confidentiality designation, all parties shall  
9 continue to afford the material in question the level of protection to which it is  
10 entitled under the Producing Party's designation until the Court rules on the  
11 challenge.

12       7. ACCESS TO AND USE OF PROTECTED MATERIAL

13       7.1 Basic Principles. A Receiving Party may use Protected Material that is  
14 disclosed or produced by another Party or by a Non-Party in connection with this  
15 Action only for prosecuting, defending, or attempting to settle this Action. Such  
16 Protected Material may be disclosed only to the categories of persons and under the  
17 conditions described in this Order. When the Action has been terminated, a  
18 Receiving Party must comply with the provisions of section 13 below (FINAL  
19 DISPOSITION).

20       Protected Material must be stored and maintained by a Receiving Party at a  
21 location and in a secure manner that ensures that access is limited to the persons  
22 authorized under this Order.

23       7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
24 otherwise ordered by the court or permitted in writing by the Designating Party, a  
25 Receiving Party may disclose any information or item designated  
26 “CONFIDENTIAL” only to:

27           (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
28 as employees of said Outside Counsel of Record to whom it is reasonably

1 necessary to disclose the information for this Action;

2 (b) the officers, directors, and employees (including House Counsel) of the  
3 Receiving Party to whom disclosure is reasonably necessary for this Action;

4 (c) Experts (as defined in this Order) of the Receiving Party to whom  
5 disclosure is reasonably necessary for this Action and who have signed the  
6 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

7 (d) the court and its personnel;

8 (e) court reporters and their staff;

9 (f) professional jury or trial consultants, mock jurors, and Professional  
10 Vendors to whom disclosure is reasonably necessary for this Action and who have  
11 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

12 (g) the author or recipient of a document containing the information or a  
13 custodian or other person who otherwise possessed or knew the information;

14 (h) during their depositions, witnesses ,and attorneys for witnesses, in the  
15 Action to whom disclosure is reasonably necessary provided: (1) the deposing  
16 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)  
17 they will not be permitted to keep any confidential information unless they sign the  
18 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise  
19 agreed by the Designating Party or ordered by the court. Pages of transcribed  
20 deposition testimony or exhibits to depositions that reveal Protected Material may  
21 be separately bound by the court reporter and may not be disclosed to anyone  
22 except as permitted under this Stipulated Protective Order; and

23 (i) any mediator or settlement officer, and their supporting personnel,  
24 mutually agreed upon by any of the parties engaged in settlement discussions.

25 **7.3 Disclosure of "CONFIDENTIAL—OUTSIDE ATTORNEYS' EYES**  
26 **ONLY** Information or Items. Unless otherwise ordered by the court or permitted  
27 in writing by the Designating Party, a Receiving Party may disclose any  
28 information or item designated "CONFIDENTIAL—OUTSIDE ATTORNEYS'

1 EYES ONLY" only to:

2                   (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
3 as employees of said Outside Counsel of Record to whom it is reasonably  
4 necessary to disclose the information for this Action and any copying, document  
5 management, or clerical litigation support vendors working at the direction of such  
6 counsel and/or employees;

7                   (b) Experts (as defined in this Order) of the Receiving Party to whom  
8 disclosure is reasonably necessary for this Action and who (a) has signed the  
9 "Acknowledgment and Agreement to Be Bound" (Exhibit A); (b) is not a current  
10 officer, director, or employee of a Party or of a competitor of a Party, nor  
11 anticipated at the time of retention to become an officer, director, or employee of a  
12 Party or of a competitor of a Party;

13                   (c) the court and its personnel;

14                   (d) court reporters and their staff;

15                   (e) professional jury or trial consultants, mock jurors, and Professional  
16 Vendors to whom disclosure is reasonably necessary for this Action and who have  
17 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

18                   (f) the author or recipient of a document containing the information or a  
19 custodian or other person who otherwise possessed or knew the information;

20                   (g) during their depositions, witnesses ,and attorneys for witnesses, in the  
21 Action to whom disclosure is reasonably necessary provided: (1) the deposing  
22 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)  
23 they will not be permitted to keep any confidential information unless they sign the  
24 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise  
25 agreed by the Designating Party or ordered by the court. Pages of transcribed  
26 deposition testimony or exhibits to depositions that reveal Protected Material may  
27 be separately bound by the court reporter and may not be disclosed to anyone  
28 except as permitted under this Stipulated Protective Order; and

1 (h) any mediator or settlement officer, and their supporting personnel,  
2 mutually agreed upon by any of the parties engaged in settlement discussions;  
3 (i) any other person with the prior written consent of the Producing Party and  
4 who has signed Exhibit A.

6 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
7 IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as "CONFIDENTIAL" or "CONFIDENTIAL—OUTSIDE ATTORNEYS' EYES ONLY" that Party must:

12 (a) promptly notify in writing the Designating Party. Such notification shall  
13 include a copy of the subpoena or court order;

14 (b) promptly notify in writing the party who caused the subpoena or order to  
15 issue in the other litigation that some or all of the material covered by the subpoena  
16 or order is subject to this Protective Order. Such notification shall include a copy of  
17 this Stipulated Protective Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be pursued  
19 by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” or “CONFIDENTIAL—OUTSIDE ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

1       9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED  
2       IN THIS LITIGATION

3               (a) The terms of this Order are applicable to information produced by a Non-  
4       Party in this Action and designated as "CONFIDENTIAL" or  
5       "CONFIDENTIAL—OUTSIDE ATTORNEYS' EYES ONLY." Such information  
6       produced by Non-Parties in connection with this litigation is protected by the  
7       remedies and relief provided by this Order. Nothing in these provisions should be  
8       construed as prohibiting a Non-Party from seeking additional protections.

9               (b) In the event that a Party is required, by a valid discovery request, to  
10      produce a Non-Party's confidential information in its possession, and the Party is  
11      subject to an agreement with the Non-Party not to produce the Non-Party's  
12      confidential information, then the Party shall:

13                       (1) promptly notify in writing the Requesting Party and the Non-Party  
14      that some or all of the information requested is subject to a confidentiality  
15      agreement with a Non-Party;

16                       (2) promptly provide the Non-Party with a copy of the Stipulated  
17      Protective Order in this Action, the relevant discovery request(s), and a reasonably  
18      specific description of the information requested; and

19                       (3) make the information requested available for inspection by the  
20      Non-Party, if requested.

21               (c) If the Non-Party fails to seek a protective order from this court within 14  
22      days of receiving the notice and accompanying information, the Receiving Party  
23      may produce the Non-Party's confidential information responsive to the discovery  
24      request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
25      not produce any information in its possession or control that is subject to the  
26      confidentiality agreement with the Non-Party before a determination by the court.  
27      Absent a court order to the contrary, the Non-Party shall bear the burden and  
28      expense of seeking protection in this court of its Protected Material.

1           10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2           If a Receiving Party learns that, by inadvertence or otherwise, it has  
3 disclosed Protected Material to any person or in any circumstance not authorized  
4 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
5 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
6 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
7 the person or persons to whom unauthorized disclosures were made of all the terms  
8 of this Order, and (d) request such person or persons to execute the  
9 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
10 A.

11           11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
12 PROTECTED MATERIAL

13           When a Producing Party gives notice to Receiving Parties that certain  
14 inadvertently produced material is subject to a claim of privilege or other  
15 protection, the obligations of the Receiving Parties are those set forth in Federal  
16 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
17 whatever procedure may be established in an e-discovery order that provides for  
18 production without prior privilege review. Pursuant to Federal Rule of Evidence  
19 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
20 of a communication or information covered by the attorney-client privilege or work  
21 product protection, the parties may incorporate their agreement in the stipulated  
22 protective order submitted to the court.

23

24 12. MISCELLANEOUS

25           12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
26 person to seek its modification by the Court in the future.

27           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
28 Protective Order no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in  
2 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
3 any ground to use in evidence of any of the material covered by this Protective  
4 Order.

5       12.3 Filing Protected Material. A Party that seeks to file under seal any  
6 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
7 may only be filed under seal pursuant to a court order authorizing the sealing of the  
8 specific Protected Material at issue. If a Party's request to file Protected Material  
9 under seal is denied by the court, then the Receiving Party may file the information  
10 in the public record unless otherwise instructed by the court.

11 **13. FINAL DISPOSITION**

12       After the final disposition of this Action, as defined in paragraph 4, within 60  
13 days of a written request by the Designating Party, each Receiving Party must  
14 return all Protected Material to the Producing Party or destroy such material. As  
15 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
16 compilations, summaries, and any other format reproducing or capturing any of the  
17 Protected Material. Whether the Protected Material is returned or destroyed, the  
18 Receiving Party must submit a written certification to the Producing Party (and, if  
19 not the same person or entity, to the Designating Party) by the 60 day deadline that  
20 (1) identifies (by category, where appropriate) all the Protected Material that was  
21 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
22 copies, abstracts, compilations, summaries or any other format reproducing or  
23 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
24 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
25 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
26 and trial exhibits, expert reports, attorney work product, and consultant and expert  
27 work product, even if such materials contain Protected Material. Any such archival  
28 copies that contain or constitute Protected Material remain subject to this

1 Protective Order as set forth in Section 4 (DURATION).

2       14. Any violation of this Order may be punished by any and all appropriate  
3 measures including, without limitation, contempt proceedings and/or monetary  
4 sanctions.

5

6 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

7

8 DATED: March 21, 2018

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11 \_\_\_\_\_

12 Honorable Steve Kim  
13 United States Magistrate Judge

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**EXHIBIT A**  
**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Source Information Systems, Inc. v. Glenn Stewart, et al.*, Case No. 2:17-cv-04246-AB-SK. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed:

Printed name:

Signature: